

### SETTLEMENT AGREEMENT AND GENERAL COMPLETE RELEASE

This Settlement Agreement and General Complete Release is entered into between Defendant the New Mexico Department of Public Safety and its respective agents, employees, employers, insurers, administrators and all persons (all of whom are hereinafter referred to collectively as "DPS") and Terri Thornberry, and her agents, heirs, successors, assigns, personal representatives, employees, and any persons or parties subrogated to their rights and any persons or parties having any rights of representation through them (all of whom are hereinafter referred to collectively as "Releasor").

The parties agree to the following terms and conditions of settlement:

1. Releasor will be paid Four Hundred Thousand Dollars and No Cents (\$400,000.00) in full and final settlement of any and all disputed claims made by her or which could be made by her, whether the claims are known or unknown as of the date of execution of this Settlement Agreement, against Scott Weaver, Pete Kassetas, the State of New Mexico, DPS, and their employees and agents, (all of which are hereinafter referred to collectively as "Released Parties"), including all claims made in Releasor's Charge of Discrimination and Amended Charge of Discrimination identified as EEOC No. 39B-2019-00327 / HRB No. 18-11-27-0438 and all claims for damages, wages, and attorney's fees. The sum will be paid by check made payable to "Bennett Law Group Trust Account" within thirty (30) days of completion of all settlement paperwork.

2. Releasor agrees to provide DPS with a letter of voluntary resignation in a form and manner acceptable to DPS, resigning her employment from DPS effective December 29, 2018. Releasor will be permitted to collect her personal belongings from her office after hours. DPS will remove Releasor's most recent evaluation from her personnel file in DPS's possession and will not change the word "achieves" in the SHARE File System for that evaluation. DPS will remove

the Letter of Reprimand dated December 19, 2018 from Releasor's personnel file and will remove the December 19, 2018 Intra-Departmental Correspondence placing Releasor of Administrative Leave with Pay from Releasor's personnel file. DPS will administratively close the Internal Affairs investigation identified as IA Case No. 18-0060 and will permit Releasor to inspect the entire contents of that file after making appropriate arrangements with DPS. IA Case No. 18-0060 is not subject to release to a third party without a court order. DPS will provide Releasor with a letter of good standing within 30 days of execution of this Settlement Agreement.

3. Releasor agrees that she will direct prospective employers to inquire about her employment to DPS's Human Resources Department. DPS agrees that if any authorized person seeks confirmation of Releasor's employment at DPS, its HR Department shall limit the information provided to the dates of Releasor's employment, positions held, and salaries earned. DPS will provide copies of Releasor's personnel files in its possession upon completion of an authorized release.

4. The sum specified in Paragraph 1 shall be paid for damages for Releasor's claimed emotional distress and for the complete release of Releasor's claims against the Released Parties whether the claims are known or unknown as of the date of entering this Settlement Agreement. Releasor agrees to execute any and all supporting documents and take all additional action necessary or appropriate to give full force and effect of the terms and intent of this Settlement Agreement and to forego bringing any action based upon the Order of Non-Determination issued in Releasor's Charge of Discrimination and Amended Charge of Discrimination identified as EEOC No. 39B-2019-00327 / HRB No. 18-11-27-0438, including to cooperate in the filing of any paperwork needed to request dismissal/closure with prejudice of all Charges of Discrimination

against the Released Parties in exchange for the payment identified in paragraph 1 of this Settlement Agreement.

5. DPS and its counsel make no representations concerning the tax liability of any person for receipt of the sum in Paragraph 1. Any and all taxes that may be assessed on receiving the sum in Paragraph 1 are Releasor's sole responsibility. To the extent that any federal, state or local taxing authority determines that DPS should have withheld money for taxes, Releasor agrees to indemnify DPS for any such federal, state or local taxes, penalties, fines, assessments and other tax liabilities (plus costs and expenses, including attorney's and/or accountant's fees) claimed by any taxing authorities. Releasor also agrees that any outstanding medical expenses which she may have are her sole responsibility and agrees to indemnify DPS for any such expenses claimed by any party.

6. The parties agree to comply with confidentiality as described by NMSA 1978, § 15-7-9, and agree that the date all applicable statutes of limitations run on Plaintiffs' claims is December 29, 2022. During this time period, neither Scott Weaver (and his attorneys) nor Releasor (and her attorneys) will disclose the allegations included in the charges of discrimination (including amendments) that give rise to the Releasors' claims. During this time period, neither Releasor and her attorneys, nor Scott Weaver and his attorneys will affirmatively contact the media regarding the settlement, and if asked by anyone will say nothing more than the matter was resolved to the mutual satisfaction of the parties. Releasor and her attorneys, and Scott Weaver and his attorneys, are released of this obligation to the extent required to respond to a lawful subpoena or court order, provided that the party responding to a lawful subpoena or court order provides prompt notice to the other's opposing counsel. The parties and their attorneys may discuss the settlement as necessary with tax advisors.

7. The fact of this Settlement Agreement and General Complete Release and its terms and conditions shall not be used by Releasor in any manner in any future litigation or claim to establish liability or fault against any of the Released Parties, their employees, counsel, and/or their agents. Releasor agrees and acknowledge that the execution of this Settlement Agreement is not an admission of liability or wrongdoing on the part of any Released Parties, which is expressly denied.

8. Releasor does hereby for herself and heirs, successors and assigns, release, acquit and forever discharge the Released Parties, their employees, agents, principals, officers, directors, predecessors, successors, assigns and attorneys, from any and all claims, actions, demands, causes of actions, rights, debts, damages or accountings of any nature whatsoever, which she ever had or may now have, whether known or unknown as of the date of execution of this Settlement Agreement, including but not limited to any claims arising under any federal, state or local laws prohibiting employment discrimination of any kind or nature, including but not limited to claims arising under the New Mexico Human Rights Act, the New Mexico Whistleblower Protection Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act as amended by the Older Workers Benefit Protection Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Family Medical Leave Act, the Fair Labor Standards Act, the Inspection of Public Records Act, the Fraud Against Taxpayers Act, any claims for breach of an express or implied employment contract, wrongful or retaliatory termination, bad faith, bad faith breach of contract, retaliatory discharge or termination, retaliation under any statute including the New Mexico Workers' Compensation Act, wrongful or abusive termination, wrongful termination in violation of public policy, personal injury, mental pain, suffering and anguish, emotional upset, impairment of economic opportunities, unlawful

interference with employment rights, intentional or negligent infliction of emotional distress, fraud, defamation and other tortious conduct, and including any claims for back wages or future wages, back benefits or future benefits, profit sharing or retirement contributions or fringe benefits, impairment of economic opportunities, money damages of any kind, punitive damages, liquidated damages, costs, attorneys' fees and the Sarbanes-Oxley Act or similar theories of recovery for constructive discharge.

9. Releasor waives and abandons any claims she may have to reinstatement into the same or similar position which she held at DPS. Releasor agrees that she will not reapply and/or seek employment with DPS or any of its other branches/Departments/Divisions.

10. Releasor acknowledges that pursuant to the federal Older Workers Benefit Protection Act of 1990 that:

- a. She has entered into this Settlement Agreement knowingly and voluntarily;
- b. She was advised in writing to consult with an attorney and she consulted with her attorney before signing this Settlement Agreement and General Complete Release;
- c. She is relinquishing rights or claims arising under the Age Discrimination in Employment Act and other state and federal laws;
- d. She does not waive rights or claims under the federal Age Discrimination in Employment Act that may arise after the date this Settlement Agreement is executed;
- e. She has up to twenty-one (21) days from the date of receipt of the Settlement Agreement to consider this Agreement, but she is free to sign this Agreement at any time; and
- f. She has seven (7) days after signing this Settlement Agreement to revoke the Agreement, and the Agreement will not be effective until that revocation period has expired.

11. If Releasor wishes to revoke the acceptance of this Settlement Agreement after it is executed, her attorneys must notify DPS counsel, in writing, within the seven (7) day revocation period by delivering the revocation to DPS's counsel by email.

12. Releasor agrees that this Settlement Agreement shall operate as an absolute bar to recovery for any lawsuits, causes of action, demands, or claims they may make based on events, occurrences, acts or omissions occurring on or before the date of signing this Settlement Agreement.

13. In entering into this Settlement Agreement, Releasor acknowledges that she is making a knowing and voluntary waiver of rights she has or may have had. Releasor has received this Settlement Agreement and finds it to be written in a manner she can understand and she understands that the Settlement Agreement specifically waives her right for claims she has made or could have made. This Settlement Agreement is supported by consideration above and beyond the pay and benefits that Releasor earned at DPS. Releasor consulted with her attorneys before deciding to enter into this Settlement Agreement. Releasor agrees that she was given a reasonable period of time in which to consider this Settlement Agreement and that she is satisfied with the time she had to consider it.

14. This Settlement Agreement contains the entire agreement between Releasor and DPS with regard to the matters set forth. There are no other understandings or agreements, oral or otherwise, between the parties, except as expressly set forth in this Agreement.

15. Releasor warrants, represents, and agree that she is not relying on the advice of DPS or anyone associated with DPS as to the legal or other consequences of any kind arising out of this Settlement Agreement. Accordingly, Releasor releases and holds harmless DPS and any and all counsel or consultant for DPS from any claim, cause, action or other rights of any kind which

Releasor may assert because the legal or other consequences of the Settlement Agreement are other than those anticipated by Releasor.

16. In entering into this Settlement Agreement Releasor certifies that she is fully competent to enter into this Settlement Agreement. Releasor further represents she has completely read all of the terms of this Settlement Agreement. By signing this Settlement Agreement, Releasor certifies that she has entered this agreement with advice of counsel and she is aware of her rights.

17. If any provision of this Settlement Agreement, or the application thereof, is held invalid, any such invalidity shall not affect other provisions or application of this Settlement Agreement.

18. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico.

*Terri L. Thornberry*

TERRI THORNBERRY, Plaintiff/Releasor

SUBSCRIBED AND SWORN to before me this 4<sup>th</sup> day of January, 2019 by Terri Thornberry.

*Donna M. Valdes*

Notary Public

My Commission Expires:

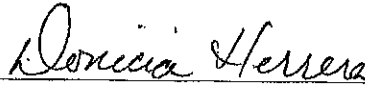
August 5, 2022





RANDI VALVERDE, for Department of Public  
Safety

SUBSCRIBED AND SWORN to before me this 9<sup>th</sup> day of January, 2019 by Randi  
Valverde, representative for the Department of Public Safety.



Notary Public

My Commission Expires:

9-22-22

